

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS

LESLEY SUDDARD AND SANS WILBANKS,)	
)	
Plaintiffs,)	
)	
vs.)	Case No.: 3:22-CV-2498
)	
1541335 ONTARIO INC. d/b/a ROAD LINK)	
XPRESS, and INDER SINGH NAGRA,)	
)	
Defendants.)	PLAINTIFF DEMANDS
)	TRIAL BY JURY

COMPLAINT

General Allegations, Jurisdiction, and Venue

COMES NOW, the Plaintiffs, LESLEY SUDDARD and SANS WILBANKS by and through their attorneys, THE GORI LAW FIRM, P.C., and for the General Allegations of their Complaint against the Defendants, respectfully state as follows:

1. Plaintiff LESLEY SUDDARD is a citizen and resident of Hokessin, Delaware.
2. Plaintiff SANS WILBANKS is a citizen and resident of Hokessin, Delaware.
3. That Defendant 1541335 ONTARIO INC. d/b/a ROAD LINK XPRESS is a Canadian Corporation, a corporate citizen of Canada, with its principal place of business located in Mississauga, Ontario Canada, and operates as a transportation and trucking company, DOT# 1063923.
4. Defendant INDER SINGH NAGRA, is an individual that, upon information and belief, is a Canadian citizen and resident of Brampton, Ontario, Canada, and at all times was an agent and/or employee of Defendant 1541335 ONTARIO INC. d/b/a ROAD LINK XPRESS.

5. This Court possesses subject matter jurisdiction over this action because the matter presents a dispute between citizens of different states, and the amount in controversy is greater than \$75,000.00. 28 U.S.C. § 1332(a).

6. Venue is proper in this District under 28 U.S. Code § 1391(b)(2) because the subject truck accident occurred in Effingham County, Illinois.

7. That on July 9, 2021, the Plaintiff SANS WILBANKS, was operating a 2004 Hummer H2, pulling a box trailer, eastbound I-70 near milepost 101.5, at approximately 4:55pm, in Effingham County, Illinois and was slowed in a construction zone.

8. That at said time and place Plaintiff LESLEY SUDDARD was a front seat passenger in the vehicle driven by Plaintiff SANS WILBANKS.

9. That at said time and place, DefendantINDER SINGH NAGRA was a truck driver and agent and/or employee, and driving under the D.O.T. authority of Defendant 1541335 ONTARIO INC. d/b/a ROAD LINK XPRESS and was the driver and operator of a 2007 Freightliner tractor-trailer eastbound I-70 near milepost 101.5, directly behind the vehicle of SANS WILBANKS.

10. That at all times herein, DefendantINDER SINGH NAGRA was acting within the scope of his employment/agency, authority, and for the benefit and interests of Defendant 1541335 ONTARIO INC. d/b/a ROAD LINK XPRESS.

11. That at said time and place, DefendantINDER SINGH NAGRA, as agent and/or employee of Defendant 1541335 ONTARIO INC. d/b/a ROAD LINK XPRESS, collided with the rear of SANS WILBANKS vehicle.

COUNT I
(LESLEY SUDDARD- Vicarious Liability –
1541335 ONTARIO INC. d/b/a ROAD LINK XPRESS

12. Plaintiff realleges and restates paragraphs 1-11 of the General Allegations as if fully stated herein verbatim.

13. That co-defendant INDER SINGH NAGRA was operating the 2007 Freightliner tractor-trailer at the direction, D.O.T. authority, and control of Defendant 1541335 ONTARIO INC. d/b/a ROAD LINK XPRESS, and within the course and scope of his employment/agency.

14. That it was the duty of the Defendant 1541335 ONTARIO INC. d/b/a ROAD LINK XPRESS acting by and through its agents and employees, including co-defendant INDER SINGH NAGRA, to operate the 2007 Freightliner tractor-trailer in a safe and reasonable manner and to exercise a reasonable duty of care to the traveling public, including Plaintiff LESLEY SUDDARD.

15. That at said time and place, Defendant 1541335 ONTARIO INC. d/b/a ROAD LINK XPRESS, acting by and through its agents and/or employees, including co-Defendant INDER SINGH NAGRA, negligently and carelessly committed one or more of the following negligent acts or omissions to wit:

- a. Proceeded at a speed which was greater than reasonable and proper with regard to traffic conditions at the time or which endangered the safety of persons or property in violation of Section 601 of the Illinois Vehicle Code, 625 ILCS 5/11-601;
- b. Operated his tractor-trailer at an unsafe speed;
- c. Proceeded at a speed which was greater than reasonable and proper with regard to traffic conditions in a construction or maintenance speed zone at

the time or which endangered the safety of persons or property in violation of Section 601 of the Illinois Vehicle Code, 625 ILCS 5/11-605.1;

- d. Operated his tractor-trailer at an unsafe speed in a construction or maintenance speed zone;
- e. Failed to operate his truck in a safe and proper manner;
- f. Failed to keep a proper lookout;
- g. Failed to keep his truck under proper control;
- h. Operated the commercial motor vehicle without adequate training and experience; and
- i. Operated his commercial motor vehicle in violation of 49 C.F.R. 392.2.

16. That as a direct and proximate result of one or more or all of the foregoing negligent acts, omissions, or violations of the Defendant 1541335 ONTARIO INC. d/b/a ROAD LINK XPRESS, the Plaintiff LESLEY SUDDARD was caused to sustain severe and permanent injuries to wit: injuries to the muscles, tendons, ligaments, nerves, soft tissues, vertebrae, joints, and discs of the spine, neck and back; injuries to her lower extremities; injuries to her upper extremities; injuries to her eyes, vocal chords, throat and neck; injuries to her ears and ear drums; and injuries to her head and face, ribs and body; that Plaintiff has sustained pain and suffering in the past, and is reasonably certain to experience pain and suffering in the future as a result of said injuries; that Plaintiff has incurred permanent disfigurement and disability resulting from said injuries; that Plaintiff has lost and will continue to lose large sums of money from her usual occupation; that Plaintiff has sustained a permanent impairment of her earning capacity; that Plaintiff has become obligated in the past for medical expenses resulting from her injuries and

will be obligated in the future to expend large sums of money for necessary medical care, treatment and services; all to Plaintiff's damages.

WHEREFORE, the Plaintiff LESLEY SUDDARD, prays for judgment against the Defendant 1541335 ONTARIO INC. d/b/a ROAD LINK XPRESS, in an amount in excess of seventy-five thousand dollars (\$75,000.00); costs of suit; prejudgment and post judgment interest; and all other relief this Court deems just and proper.

COUNT II

(LESLEY SUDDARD – Direct Negligence – 1541335 ONTARIO INC. d/b/a ROAD LINK XPRESS)

17. Plaintiff realleges and restates paragraphs 1-11 of the General Allegations as if fully stated herein verbatim.

18. That it was the duty of the Defendant, 1541335 ONTARIO INC. d/b/a ROAD LINK XPRESS, to refrain from negligent conduct in the hiring, training, supervising and retaining competent and careful drivers which would endanger the safety of the traveling public, including LESLEY SUDDARD.

19. That, Defendant 1541335 ONTARIO INC. d/b/a ROAD LINK XPRESS negligently and carelessly committed one or more of the following negligent acts or omissions to wit:

- a. Failed to properly hire, select, train, supervise, and/or retain its drivers, including, but not limited toINDER SINGH NAGRA;
- b. Allowed to remain on the road unqualified and/or reckless drivers, including, but not limited toINDER SINGH NAGRA;

- c. Failed to screen and test its drivers periodically to monitor and evaluate their safety orientations of its employees, including, but not limited to INDER SINGH NAGRA;
- d. Failed to develop, promulgate, adopt, and/or implement safety policies, procedures, and practices for its drivers, including, but not limited to, INDER SINGH NAGRA;
- e. Permitted, allowed, and/or failed to stop its drivers, including, but not limited to, INDER SINGH NAGRA, from violating state and federal statutes and regulations, including, but not limited to, Illinois Vehicle Code and the Federal Motor Carrier Safety Regulations, 49 C.F.R. §§ 350-399;
- f. Failed to provide periodic systematic safety and/or defensive driving training for its drivers, including, but not limited to, INDER SINGH NAGRA;
- g. Failed to provide remedial training of its drivers, including, but not limited to, Defendant, INDER SINGH NAGRA;
- h. Failed to conduct checks and reviews of INDER SINGH NAGRA background, employment history, and personnel and safety files from previous employers; and
- i. Entrusted its commercial motor vehicle to INDER SINGH NAGRA when it was not appropriate to do so.

20. That as a direct and proximate result of one or more or all of the foregoing negligent acts, omissions, or violations of the Defendant 1541335 ONTARIO INC. d/b/a ROAD

LINK XPRESS, the Plaintiff LESLEY SUDDARD was caused to sustain severe and permanent injuries to wit: injuries to the muscles, tendons, ligaments, nerves, soft tissues, vertebrae, joints, and discs of the spine, neck and back; injuries to her lower extremities; injuries to her upper extremities; injuries to her eyes, vocal chords, throat and neck; injuries to her ears and ear drums; and injuries to her head and face, ribs and body; that Plaintiff has sustained pain and suffering in the past, and is reasonably certain to experience pain and suffering in the future as a result of said injuries; that Plaintiff has incurred permanent disfigurement and disability resulting from said injuries; that Plaintiff has lost and will continue to lose large sums of money from her usual occupation; that Plaintiff has sustained a permanent impairment of her earning capacity; that Plaintiff has become obligated in the past for medical expenses resulting from her injuries and will be obligated in the future to expend large sums of money for necessary medical care, treatment and services; all to Plaintiff's damages.

WHEREFORE, the Plaintiff LESLEY SUDDARD, prays for judgment against the Defendant 1541335 ONTARIO INC. d/b/a ROAD LINK XPRESS, in an amount in excess of seventy-five thousand dollars (\$75,000.00); costs of suit; prejudgment and post judgment interest; and all other relief this Court deems just and proper.

COUNT III
(LESLEY SUDDARD –INDER SINGH NAGRA)

21. Plaintiff realleges and restates paragraphs 1-11 of the General Allegations as if fully stated herein verbatim.

22. That it was the duty of the DefendantINDER SINGH NAGRA, as agent and/or employee of co-Defendant 1541335 ONTARIO INC. d/b/a ROAD LINK XPRESS, to operate the 2007 Freightliner tractor-trailer in a safe and reasonable manner and to exercise a reasonable

duty of care to the traveling public and persons on the roadway, including the Plaintiff LESLEY SUDDARD.

23. That at said time and place, DefendantINDER SINGH NAGRA, as agent and/or employee of co-defendant 1541335 ONTARIO INC. d/b/a ROAD LINK XPRESS, negligently and carelessly committed one or more of the following negligent acts or omissions to wit:

- a. Proceeded at a speed which was greater than reasonable and proper with regard to traffic conditions at the time or which endangered the safety of persons or property in violation of Section 601 of the Illinois Vehicle Code, 625 ILCS 5/11-601;
- b. Operated his tractor-trailer at an unsafe speed;
- c. Proceeded at a speed which was greater than reasonable and proper with regard to traffic conditions in a construction or maintenance speed zone at the time or which endangered the safety of persons or property in violation of Section 601 of the Illinois Vehicle Code, 625 ILCS 5/11-605.1;
- d. Operated his tractor-trailer at an unsafe speed in a construction or maintenance speed zone;
- e. Failed to operate his truck in a safe and proper manner;
- f. Failed to keep a proper lookout;
- g. Failed to keep his truck under proper control;
- h. Operated the commercial motor vehicle without adequate training and experience; and
- i. Operated his commercial motor vehicle in violation of 49 C.F.R. 392.2.

24. That as a direct and proximate result of one or more or all of the foregoing negligent acts, omissions, or violations of the Defendant 1541335 ONTARIO INC. d/b/a ROAD LINK XPRESS, the Plaintiff LESLEY SUDDARD was caused to sustain severe and permanent injuries to wit: injuries to the muscles, tendons, ligaments, nerves, soft tissues, vertebrae, joints, and discs of the spine, neck and back; injuries to her lower extremities; injuries to her upper extremities; injuries to her eyes, vocal chords, throat and neck; injuries to her ears and ear drums; and injuries to her head and face, ribs and body; that Plaintiff has sustained pain and suffering in the past, and is reasonably certain to experience pain and suffering in the future as a result of said injuries; that Plaintiff has incurred permanent disfigurement and disability resulting from said injuries; that Plaintiff has lost and will continue to lose large sums of money from her usual occupation; that Plaintiff has sustained a permanent impairment of her earning capacity; that Plaintiff has become obligated in the past for medical expenses resulting from her injuries and will be obligated in the future to expend large sums of money for necessary medical care, treatment and services; all to Plaintiff's damages.

WHEREFORE, the Plaintiff LESLEY SUDDARD, prays for judgment against the DefendantINDER SINGH NAGRA, in an amount in excess of seventy-five thousand dollars (\$75,000.00); costs of suit; prejudgment and post judgment interest; and all other relief this Court deems just and proper.

COUNT IV
(SANS WILBANKS Vicarious Liability –
1541335 ONTARIO INC. d/b/a ROAD LINK XPRESS

25. Plaintiff realleges and restates paragraphs 1-11 of the General Allegations as if fully stated herein verbatim.

26. That co-defendantINDER SINGH NAGRA was operating the 2007 Freightliner tractor-trailer at the direction, D.O.T. authority, and control of Defendant 1541335 ONTARIO INC. d/b/a ROAD LINK XPRESS, and within the course and scope of his employment/agency.

27. That it was the duty of the Defendant 1541335 ONTARIO INC. d/b/a ROAD LINK XPRESS acting by and through its agents and employees, including co-defendantINDER SINGH NAGRA, to operate the 2007 Freightliner tractor-trailer in a safe and reasonable manner and to exercise a reasonable duty of care to the traveling public, including Plaintiff SANS WILBANKS.

28. That at said time and place, Defendant 1541335 ONTARIO INC. d/b/a ROAD LINK XPRESS, acting by and through its agents and/or employees, including co-DefendantINDER SINGH NAGRA, negligently and carelessly committed one or more of the following negligent acts or omissions to wit:

- a. Proceeded at a speed which was greater than reasonable and proper with regard to traffic conditions at the time or which endangered the safety of persons or property in violation of Section 601 of the Illinois Vehicle Code, 625 ILCS 5/11-601;
- b. Operated his tractor-trailer at an unsafe speed;
- c. Proceeded at a speed which was greater than reasonable and proper with regard to traffic conditions in a construction or maintenance speed zone at the time or which endangered the safety of persons or property in violation of Section 601 of the Illinois Vehicle Code, 625 ILCS 5/11-605.1;
- d. Operated his tractor-trailer at an unsafe speed in a construction or maintenance speed zone;

- e. Failed to operate his truck in a safe and proper manner;
- f. Failed to keep a proper lookout;
- g. Failed to keep his truck under proper control;
- h. Operated the commercial motor vehicle without adequate training and experience; and
- i. Operated his commercial motor vehicle in violation of 49 C.F.R. 392.2.

29. That as a direct and proximate result of one or more or all of the foregoing negligent acts, omissions, or violations of the Defendant 1541335 ONTARIO INC. d/b/a ROAD LINK XPRESS, the Plaintiff SANS WILBANKS was caused to sustain severe and permanent injuries to wit: injuries to the muscles, tendons, ligaments, nerves, soft tissues, vertebrae, joints, and discs of the spine, neck and back; injuries to right shoulder and right upper extremity, injuries to his right hip; that Plaintiff has sustained pain and suffering in the past, and is reasonably certain to experience pain and suffering in the future as a result of said injuries; that Plaintiff has incurred permanent disfigurement and disability resulting from said injuries; that Plaintiff has lost and will continue to lose large sums of money from his usual occupation; that Plaintiff has sustained a permanent impairment of his earning capacity; that Plaintiff has become obligated in the past for medical expenses resulting from his injuries and will be obligated in the future to expend large sums of money for necessary medical care, treatment and services; all to Plaintiff's damages.

WHEREFORE, the Plaintiff SANS WILBANKS, prays for judgment against the Defendant 1541335 ONTARIO INC. d/b/a ROAD LINK XPRESS, in an amount in excess of seventy-five thousand dollars (\$75,000.00); costs of suit; prejudgment and post judgment interest; and all other relief this Court deems just and proper.

COUNT V
(SANS WILBANKS – Direct Negligence – 1541335 ONTARIO INC. d/b/a ROAD LINK XPRESS)

30. Plaintiff realleges and restates paragraphs 1-11 of the General Allegations as if fully stated herein verbatim.

31. That it was the duty of the Defendant, 1541335 ONTARIO INC. d/b/a ROAD LINK XPRESS, to refrain from negligent conduct in the hiring, training, supervising and retaining competent and careful drivers which would endanger the safety of the traveling public, including SANS WILBANKS.

32. That, Defendant 1541335 ONTARIO INC. d/b/a ROAD LINK XPRESS negligently and carelessly committed one or more of the following negligent acts or omissions to wit:

- a. Failed to properly hire, select, train, supervise, and/or retain its drivers, including, but not limited toINDER SINGH NAGRA;
- b. Allowed to remain on the road unqualified and/or reckless drivers, including, but not limited toINDER SINGH NAGRA;
- c. Failed to screen and test its drivers periodically to monitor and evaluate their safety orientations of its employees, including, but not limited toINDER SINGH NAGRA;
- d. Failed to develop, promulgate, adopt, and/or implement safety policies, procedures, and practices for its drivers, including, but not limited to,INDER SINGH NAGRA;
- e. Permitted, allowed, and/or failed to stop its drivers, including, but not limited to,INDER SINGH NAGRA, from violating state and federal

statutes and regulations, including, but not limited to, Illinois Vehicle Code and the Federal Motor Carrier Safety Regulations, 49 C.F.R. §§ 350-399;

- f. Failed to provide periodic systematic safety and/or defensive driving training for its drivers, including, but not limited to,INDER SINGH NAGRA;
- g. Failed to provide remedial training of its drivers, including, but not limited to, Defendant,INDER SINGH NAGRA;
- h. Failed to conduct checks and reviews ofINDER SINGH NAGRA background, employment history, and personnel and safety files from previous employers; and
- i. Entrusted its commercial motor vehicle toINDER SINGH NAGRA when it was not appropriate to do so.

33. That as a direct and proximate result of one or more or all of the foregoing negligent acts, omissions, or violations of the Defendant 1541335 ONTARIO INC. d/b/a ROAD LINK XPRESS, the Plaintiff SANS WILBANKS was caused to sustain severe and permanent injuries to wit: injuries to the muscles, tendons, ligaments, nerves, soft tissues, vertebrae, joints, and discs of the spine, neck and back; injuries to right shoulder and right upper extremity, injuries to his right hip; that Plaintiff has sustained pain and suffering in the past, and is reasonably certain to experience pain and suffering in the future as a result of said injuries; that Plaintiff has incurred permanent disfigurement and disability resulting from said injuries; that Plaintiff has lost and will continue to lose large sums of money from his usual occupation; that Plaintiff has sustained a permanent impairment of his earning capacity; that Plaintiff has become

obligated in the past for medical expenses resulting from his injuries and will be obligated in the future to expend large sums of money for necessary medical care, treatment and services; all to Plaintiff's damages.

WHEREFORE, the Plaintiff SANS WILBANKS, prays for judgment against the Defendant 1541335 ONTARIO INC. d/b/a ROAD LINK XPRESS, in an amount in excess of seventy-five thousand dollars (\$75,000.00); costs of suit; prejudgment and post judgment interest; and all other relief this Court deems just and proper.

COUNT VI
(SANS WILBANKS –INDER SINGH NAGRA)

34. Plaintiff realleges and restates paragraphs 1-11 of the General Allegations as if fully stated herein verbatim.

35. That it was the duty of the Defendant INDER SINGH NAGRA, as agent and/or employee of co-Defendant 1541335 ONTARIO INC. d/b/a ROAD LINK XPRESS, to operate the 2007 Freightliner tractor-trailer in a safe and reasonable manner and to exercise a reasonable duty of care to the traveling public and persons on the roadway, including the Plaintiff SANS WILBANKS.

36. That at said time and place, Defendant INDER SINGH NAGRA, as agent and/or employee of co-defendant 1541335 ONTARIO INC. d/b/a ROAD LINK XPRESS, negligently and carelessly committed one or more of the following negligent acts or omissions to wit:

- a. Proceeded at a speed which was greater than reasonable and proper with regard to traffic conditions at the time or which endangered the safety of persons or property in violation of Section 601 of the Illinois Vehicle Code, 625 ILCS 5/11-601;

- b. Operated his tractor-trailer at an unsafe speed;
- c. Proceeded at a speed which was greater than reasonable and proper with regard to traffic conditions in a construction or maintenance speed zone at the time or which endangered the safety of persons or property in violation of Section 601 of the Illinois Vehicle Code, 625 ILCS 5/11-605.1;
- d. Operated his tractor-trailer at an unsafe speed in a construction or maintenance speed zone;
- e. Failed to operate his truck in a safe and proper manner;
- f. Failed to keep a proper lookout;
- g. Failed to keep his truck under proper control;
- h. Operated the commercial motor vehicle without adequate training and experience; and
- i. Operated his commercial motor vehicle in violation of 49 C.F.R. 392.2.

37. That as a direct and proximate result of one or more or all of the foregoing negligent acts, omissions, or violations of the DefendantINDER SINGH NAGRA, the Plaintiff SANS WILBANKS was caused to sustain severe and permanent injuries to wit: injuries to the muscles, tendons, ligaments, nerves, soft tissues, vertebrae, joints, and discs of the spine, neck and back; injuries to right shoulder and right upper extremity, injuries to his right hip; that Plaintiff has sustained pain and suffering in the past, and is reasonably certain to experience pain and suffering in the future as a result of said injuries; that Plaintiff has incurred permanent disfigurement and disability resulting from said injuries; that Plaintiff has lost and will continue to lose large sums of money from his usual occupation; that Plaintiff has sustained a permanent impairment of his earning capacity; that Plaintiff has become obligated in the past for medical

expenses resulting from his injuries and will be obligated in the future to expend large sums of money for necessary medical care, treatment and services; all to Plaintiff's damages.

WHEREFORE, the Plaintiff SANS WILBANKS, prays for judgment against the DefendantINDER SINGH NAGRA, in an amount in excess of seventy-five thousand dollars (\$75,000.00); costs of suit; prejudgment and post judgment interest; and all other relief this Court deems just and proper.

Respectfully submitted,

THE GORI LAW FIRM. P.C.

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